

**Credit Application**  
**Granite City Electric Supply Company**  
**19 Quincy Avenue, Quincy MA 02169**  
**Phone: 617-472-6500 – Fax: 617-769-4669**  
**Email: creditapp@granitecityelectric.com**



**Section 1**

Account (Company) Name: \_\_\_\_\_ FID #: \_\_\_\_\_

Principal's Name: \_\_\_\_\_ Soc. Sec. #: \_\_\_\_\_

Bill To Address: \_\_\_\_\_ P.O. Box: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Ship To Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Pay Sales Tax:  Yes  No (Attach Certificate)

Is this a:  Proprietorship  Partnership  Corporation  LLC Date Business Started: \_\_\_\_\_

Type of Business: \_\_\_\_\_ No. Employees: \_\_\_\_\_

PO Required:  Yes  No Purchasing Contact Name: \_\_\_\_\_ Phone # \_\_\_\_\_

Email Address: \_\_\_\_\_ GCE Salesperson/Branch: \_\_\_\_\_

Invoicing E-mail address **(REQUIRED)** \_\_\_\_\_

**Section 2**

List all members of LLC, all partners of partnership or officers of corporation below

NAME OF MEMBERS/ OWNERS/OFFICERS	TITLE	HOME ADDRESS
1.) _____	_____	_____
2.) _____	_____	_____
3.) _____	_____	_____

**Terms and Conditions of Sale**

Unless otherwise specifically agreed to in writing by an officer of Granite City Electric Supply Company, Inc., hereafter Granite City, these Terms and Conditions of Sale, hereafter the Terms, shall apply to any and all orders placed by the Purchaser for products whether or not such order is subject to a signed or electronically generated purchase order or other agreement between Granite City and the Purchaser.

- 1. Definitions** - "Granite City" means Granite City Electric Supply Company, Inc. and any name under which it may trade. "Purchaser" means the person or entity identified in the "sold to" or "quoted to" space on the invoice. "Terms" means these Terms and Conditions of Sale.
- 2. Terms Governing Sale** – All orders received from the Purchaser are subject to acceptance by Granite City and Granite City reserves the right, in its sole discretion, not to accept any purchase order, including any purchase order issued in connection with a quote provided by Granite City. Purchaser agrees to be bound by all of the terms and conditions set forth herein. Any terms and conditions set forth in any purchase order or other document or any oral communication or written agreement which purports to be an addition to this Agreement which is inconsistent herewith shall not be binding upon Granite City unless made in writing and accepted by the signature of an authorized officer of Granite City. Any term or condition of sale contained in any document prepared by or received from Purchaser by Granite City relating to the goods sold under this Agreement which is inconsistent with any term or condition of this Agreement is hereby rejected by Granite City, and shall have no effect. Granite City's failure to object to any term or condition in any communication from Purchaser will not be construed as agreement to such term or condition, nor will it be deemed a waiver of these terms.
- 3. Prices** - All orders are subject to prices and terms of sale in effect on the date of shipment and such prices and terms are subject to change without prior notice to Purchaser. All price quotations expire thirty (30) days from the date of quotation and prices do not include freight or, where applicable, any federal, state or local taxes of any nature, all of which shall be paid by the Purchaser. All prices and other terms are subject to correction for typographical and clerical error.
- 4. Cancellation of Orders** - All cancellations of orders must be requested by Purchaser in writing and approved by Granite City in writing. Purchaser agrees to pay for any and all costs incurred by Granite City in connection with any cancellation request.
- 5. Returned Goods** - Only returns requested by Purchaser and approved by Granite City in writing will be permitted. Goods returned for any reason other than a warranty claim will be subject to a restocking charge to compensate Granite City for its reasonable costs incurred with respect to such return. Under no circumstances will goods be accepted for return after sixty (60) days from the date of shipment.
- 6. Wire Cuts** - Granite City will not accept returns of wire which has been cut to specified lengths at Purchaser's request.
- 7. Credit** - Notwithstanding any prior extension of credit by Granite City to Purchaser, if at any time, Granite City determines, in its sole judgment, that Purchaser's financial condition does not justify Granite City's extension to it of credit in connection with any sale hereunder, Granite City may, at its option, require Purchaser to make full payment in cash prior to order entry, manufacture, shipment or delivery.
- 8. Payment Terms** - Unless otherwise specifically agreed to in writing to by a Granite City Officer or the Credit Manager invoice payment terms are Net 25<sup>th</sup>. For example, the Granite City billing month is from the 26<sup>th</sup> of one month through the 25<sup>th</sup> of the following month. Statements prepared and sent to the Purchaser dated the 25<sup>th</sup> of one month are due on the 25<sup>th</sup> of the following month. A late payment charge of one and one half percent (1.5%) per month on past due amounts or, if less, the maximum permitted by law, will be added to all outstanding balances after sixty (60) days from date of statement.
- 9. Default** - In the event Purchaser defaults in payment, Granite City may, in its sole discretion, suspend shipment of goods on order at such time. Purchaser shall be liable for all costs incurred by Granite City in connection with such default including, but not limited to, attorney and collection agency fees.

**10. Delivery and Risk of Loss** – Unless otherwise agreed to in writing by Granite City, Products shipped to the Purchaser at the shipping address designated by the Purchaser, by Granite City, a manufacturer or other vendor through a common carrier or a designated carrier FOB Granite City, the manufacturer or other vendor, the risk of loss and title to the Products shall pass to purchaser upon delivery to the common carrier or the designated carrier. If vehicles leased or owned and operated by Granite City transport the Products, the risk of loss and title shall pass from Granite City to Purchaser upon delivery to the shipping address designated by the Purchaser.

When a common carrier or a designated carrier all claims for damages or losses in transit must be made by Purchaser directly to such carrier ships goods. Purchaser shall be obligated to pay the full amount of Granite City's invoice in accordance with the payment terms stated therein or hereunder notwithstanding damage in transit by or disputes with carriers.

**11. Limitation of Liability** - With respect to any claim against Granite City arising in any way from the sale of goods hereunder other than warranty claims, Granite City's liability shall not exceed the purchase price of such goods. GRANITE CITY SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, CONTINGENT OR INCIDENTAL DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, BACK CHARGES.

**12. Specification Changes** - All manufacturers' specifications either contained in Granite City's catalogue, promotional literature or in any other document are subject to change without notice to Purchaser and without liability to Granite City.

**13. Performance** – Granite City will use reasonable efforts to meet shipment or delivery dates specified by the Purchaser, but such dates are estimates only and are not a firm commitment. Shipping dates furnished by Granite City are approximate and shall not be deemed to be fixed or guaranteed. Time is not of the essence with respect to the transactions covered by the Terms, except with respect to Purchaser's obligation to make all related payments. Granite City will not be liable for any delay in shipping or performance or non-delivery for any reason. Purchaser agrees that any delay in shipping or performance or non-delivery or perform any part of these Terms shall not be grounds for Purchaser to terminate or refuse to comply with any provision hereof and no claim or penalty shall be effective against Granite City for such delay.

**14. Claims** - Any claim against Granite City, other than warranty claims, must be made in writing and submitted to Granite City in Quincy Massachusetts by Certified Mail Return Receipt Requested within ten (10) days after delivery and must state the factual basis for such claim. Failure to make any such claim within ten (10) days of receipt of shipment shall constitute acceptance of the goods and waiver of any and all claims with respect to such shipment. Purchaser agrees that warranty claims shall be barred unless asserted by Purchaser by the commencement of an action within twelve (12) months after delivery of the goods. All provisions of this Agreement relating to warranties, remedies and claims shall survive any termination of this Agreement however arising.

**15. Warranties** - GRANITE CITY MAKES NO WARRANTY EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE, CONCERNING GOODS SOLD HEREUNDER. Purchaser's sole remedy with respect to defective goods purchased hereunder shall be limited to pursuing warranty claims against the manufacturers of such goods. Granite City hereby assigns to purchaser all rights and warranty claims which it may have against the manufacturers of goods sold by it hereunder. Granite City further agrees to use reasonable efforts to cooperate with the Purchasers to obtain from such manufacturers, in accordance with such manufacturers' customary practices, the repair or replacement of any goods which are defective in workmanship or material. With respect to goods modified by Granite City at Purchasers' request, Granite City shall have no liability whatsoever in the event that such goods' manufacturers' warranties are voided as a result of such modification.

**16. Sales Representative** - No Granite City sales representative or other employee who is not an officer of Granite City shall have authority to change or waive any of the terms and conditions of this Agreement. All changes to this agreement must be in writing and signed by an authorized individual.

**17. No Waiver** - Nothing contained herein shall be construed to limit or waive any right or remedy of Granite City under applicable federal, state, or local laws.

**18. Severability** - The invalidity of any provision of this Agreement shall not invalidate or render unenforceable any other provision of this Agreement.

**19. Entire Agreement and Modification** - This Agreement is intended by the parties hereto as a final expression of their agreement with respect to the subject matter hereof, and is intended as a complete and exclusive statement of the terms and conditions of that agreement (any prior agreement being superseded by this Agreement and such prior agreements are hereafter null and void). This Agreement may not be modified, rescinded or terminated orally, and no modification, rescission, termination or attempted waiver of any of the terms, provisions or conditions hereof (including this paragraph) shall be valid unless in writing, signed by an officer of Granite City and supported by consideration. Notwithstanding the foregoing, Granite City, may change, modify, add or delete any of these Terms and Conditions, prospectively, upon thirty (30) days written notification to the Purchaser.

**20. Governing Law** - All orders are subject to acceptance by Granite City in Quincy Massachusetts and this Agreement shall in all respects be governed by and construed under the laws of the State of Massachusetts without reference to its choice of law rules. Any claim or litigation brought by Purchaser must be brought in a court of competent jurisdiction in Norfolk County Massachusetts. In the event of litigation relating to this Agreement or the goods sold hereunder, Purchaser hereby agrees, to the extent permitted by law, to waive any right that it may have to a jury trial on any and all issues that may be raised in such litigation.

**21. Force Majeure** – Granite City shall not be responsible for any delay or failure in performance of any part of a quote, these Terms, delivery of the Products to the extent such delay or failure is caused by an event beyond the reasonable control of Granite City including without limitation, governmental action, fire, explosion, acts of God, flood, war, riot, accident, blockades, insurrections, riots, epidemics, earthquakes, hurricanes, tornados, floods, abnormal snow or hail storms, strikes, lockouts or other labor trouble, shortage of labor or materials, increases in material costs, failure or delay of sources of supply, transportation difficulty, acts of a public enemy, any other cause of like or unlike nature beyond the control of Granite City or the existence of any circumstance making performance commercially impractical.

**22. Confidentiality**- All pricing, drawings, plans, disclosures, specifications, patterns or technical or business information furnished at any time to Purchaser by Granite City shall remain the sole property of Granite City. Purchaser shall hold all information in strict confidence shall not use or divulge to any person or entity any such information, and any and all copies of such information shall be returned to Granite City promptly upon Granite City's request.

**23. Assignment**- These terms are binding upon, and shall inure to the benefit of the Purchaser, Granite City and their successors and permitted assigns. Purchaser may not assign all or any portion of its rights or obligations hereunder without the prior written consent of an officer of Granite City. Granite City may assign, delegate or subcontract a purchase order or any of its obligations under these Terms, in whole or in part, without Purchaser's consent.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Title: \_\_\_\_\_

### PERSONAL GUARANTY

I, the undersigned, do hereby agree that in consideration of Granite City's making delivery of any and all goods, materials, merchandise and/or equipment which may be ordered and/or delivered to the above Purchaser, do hereby guaranty personally, irrespective of any representative title annexed to my signature, and agree to assume liability for the payment of all bills rendered or to be rendered which are not paid promptly by the Purchaser, its subsidiaries, successors, assigns, affiliates, officers and/or directors, when due and subject to all of the terms and conditions of this Agreement and I agree to pay all costs of collection, including a reasonable attorney's fee, together with interest on any unpaid balance at the rate of 1.5% per month (18% per annum), or the maximum allowed by law. I do expressly waive notice of sale and delivery of any goods, materials, merchandise and/or equipment to the said Purchaser, notice of nonpayment thereof, notice of extension of time for the payment of any and all goods, wares, merchandise and/or equipment and notice of presentment and protest of any notes or other evidences of indebtedness received by Purchaser and/or indebtedness of the purchasing corporation, company, or business without in any way changing, releasing or discharging me from my obligations hereunder. This guaranty shall remain in full force and effect until a revocation by registered mail is sent to, received and agreed to in writing by Granite City and a replacement guarantor is provided. This guarantee shall be binding upon the undersigned and the undersigned's(s) heirs, administrators, executors, and successors and assigns.

GUARANTOR(S) ACKNOWLEDGE(S) THAT SAID TRANSACTION IS A COMMERCIAL TRANSACTION AND WAIVES GUARANTOR'S(S) RIGHTS TO NOTICE AND HEARING ALLOWED BY ANY STATE OR FEDERAL LAW WITH RESPECT TO ANY PREJUDGMENT REMEDY WHICH GRANITE CITY MAY DESIRE TO USE, AND FURTHER WAIVES ALL REQUIREMENTS OF DILIGENCE, DEMAND, PRESENTMENT FOR PAYMENT, NOTICE OF NONPAYMENT, PROTEST AND NOTICE OF PROTEST, AND NOTICE OF ANY RENEWALS OR EXTENSIONS UNDER THE CREDIT AGREEMENT.

Guarantor (full signature required, no title): \_\_\_\_\_

Social Security No.: \_\_\_\_\_ Print Name: \_\_\_\_\_